

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$4,415,000 AGGREGATE PRINCIPAL AMOUNT OF CITY OF FORT WAYNE AIRPORT REVENUE BONDS, SERIES 1985, THE PROCEEDS OF WHICH SHALL BE USED FOR THE PAYMENT OF THE COST OF THE CONSTRUCTION, EXTENSIONS, ADDITIONS, OR IMPROVEMENTS AT BAER FIELD MUNICIPAL AIRPORT; PROVIDING FOR THE PLEDGE OF REVENUES FOR THE PAYMENT OF SUCH BONDS; AUTHORIZING A TRUST INDENTURE, BOND PURCHASE AGREEMENT AND ASSIGNMENTS APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF SUCH REVENUES AND TO FURTHER SECURE SUCH BONDS; AND AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.

WHEREAS, the City of Fort Wayne, Indiana (the "Issuer") is a municipal corporation and political subdivision in and of the State of Indiana, and by virtue of the laws of the State of Indiana, including Indiana Code, Title 8, Article 22, Chapter 2, is authorized and empowered among other things (a) to contract, by and through its Board of Aviation Commissioners, for the construction, extensions, additions, or improvements of aircraft hangars or revenue-producing buildings or facilities located or to be located on an airport of the Issuer, (b) to issue and sell its revenue bonds to provide moneys for the cost of such construction, extensions, additions and improvements, and (c) to enact this Bond Legislation and execute and deliver the assignments and agreements hereinafter identified; and

WHEREAS, this Common Council has determined and does hereby confirm that the acquisition, construction, equipping and installation of the Project, as hereinafter defined, will be of benefit to the citizens of the Issuer, and that the Issuer, by assisting with the financing of the Project through the issuance of revenue bonds in the aggregate principal amount of \$4,415,000, will be acting in a manner consistent with and in furtherance of the provisions of Indiana Code, Title 8, Article 22, Chapter 2;

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. Definitions. In addition to the words and terms defined in the recitals and elsewhere in this Bond Legislation and in the Indenture, the words and terms defined in this Section shall have the meanings herein specified unless the context or use clearly indicates another or different meaning or intent. Those words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings assigned to them in the Agreement, as hereinafter defined.

"ACT" means Indiana Code, Title 8, Article 22, Chapter 2 and amendments and supplements thereto such as are hereunder adopted.

"AIRPORT" means Baer Field Municipal Airport, Fort Wayne, Indiana.

"AIRPORT REVENUES" means all of the revenues generated by the Baer Field Municipal Airport and Smith Field Airport net of Operating Expenses.

"AUTHORIZED ISSUER REPRESENTATIVE" means the person at the time designated to act on behalf of the Issuer or its successor by written instrument furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by the Executive or the Clerk of the Issuer, or by the appropriate official of

the successor to the Issuer. Such instrument may designate an alternate or alternates.

"AVIATION REVENUE BOND ACCOUNT" means the account created by Section 9 hereof.

"BOARD" means the Board of Aviation Commissioners of the City of Fort Wayne, Indiana and its successors and assigns.

"BONDS" means the Bonds authorized in Section 3 or 4 hereof, registered in the name of the Holder as to principal and interest, including any Bond issued in exchange therefor as provided in the Indenture.

"BONDHOLDER" or "HOLDER" means, initially, the Underwriter, and any subsequent person in whose name any Bond is registered.

"BOND LEGISLATION" means this Ordinance.

"BOND PURCHASE AGREEMENT" means the Bond Purchase Agreement dated as of June 1, 1985, among the Issuer, the Trustee and the Underwriter, and any permitted amendments or supplements thereto.

"BOND SERVICE CHARGES" for any time period means the principal, including any amortization or redemption requirements, interest, and redemption premium, if any, required to be paid by the Issuer on the Bonds for such time period.

"CODE" means the Internal Revenue Code of 1954, as amended, and regulations promulgated thereunder.

"COMPLETION DATE" means the date of completion of the acquisition, installation, equipping and construction of the Project as that date shall be certified as provided in Section 4.8 of the Indenture.

"CONSTRUCTION PERIOD" means the period between the earlier of (a) the date of the Indenture or (b) the beginning of the acquisition, construction, rehabilitation and installation of the Project, and the Completion Date.

"ELIGIBLE INVESTMENTS" means (i) any bonds or other direct obligations of the United States of America; (ii) obligations of the Federal Intermediate Credit Banks; (iii) obligations of Federal Banks for Cooperatives; (iv) obligations of Federal Land Banks; (v) obligations of the Federal Financing Bank; (vi) bank repurchase agreements issued by a Federal Reserve member bank, including the Trustee, fully secured by obligations of any of the kinds specified in clauses (i) through (v) above, ("Pledged Obligations"), provided, however, that the total present value of the Pledged Obligations shall, at all times, be equal to or greater than the amount of any bank repurchase agreements they secure, and provided further that any such Pledged Obligations must be delivered to the Trustee; or (vii) time deposits or certificates of deposit of banks or trust companies, including the Trustee, organized under the laws of the United States of America or any state thereof to the extent such time deposits or certificates of deposit are either insured by the Federal Deposit Insurance Corporation or the successors and assigns thereof or are secured by Pledged Obligations delivered to the Trustee.

"EXECUTIVE" means the Mayor of the Issuer.

"FINAL MATURITY DATE" means July 1, 2005.

"FISCAL OFFICER" means the City Clerk of the Issuer.

"INDENTURE" means the Trust Indenture dated as of June 1, 1985, between the Issuer and the Trustee, including this Bond Legislation as a part thereof, and any permitted amendments or supplements thereto.

"INTEREST PAYMENT DATE" means the first day of each January and July commencing January 1, 1986, and continuing semi-annually thereafter to and including July 1, 2005.

"ISSUING AUTHORITY" means the Common Council of the Issuer, or its successors and assigns in operating the Airport and Smith Field Airport, Fort Wayne, Indiana.

"LEGAL OFFICER" means either the City Attorney of the Issuer or the Counsel to the Board.

"OPERATING EXPENSES" means the reasonable and necessary expenses of efficiently and economically administering and operating Baer Field Municipal Airport and Smith Field Airport and the expenses of maintaining said airports in good repair and in good operating condition, including payments required to be made to BGSQ Building Corporation under that certain Management Agreement dated as of June 1, 1985, between the Board and said Corporation (but not including interest or depreciation expenses and any items that according to generally accepted accounting principles are properly chargeable to a capital account).

"OPERATION AND MAINTENANCE ACCOUNT" means the account created by Section 8 hereof.

"ORIGINAL PRINCIPAL SUM" means \$4,415,000, the aggregate original face amount of the Bonds.

"OUTSTANDING BOND" or "BOND OUTSTANDING" or "OUTSTANDING", as applied to the Bonds, means, as of any date, any Bond which has been authenticated and delivered, or is then being delivered, by the Trustee under the Indenture except:

(a) Any Bond surrendered and replaced upon exchange or transfer, or cancelled because of payment or redemption, at or prior to such date;

(b) Any Bond for which sufficient moneys have been deposited with the Trustee for the payment, redemption or purchase for cancellation of, whether upon or prior to the Final Maturity Date or the redemption date of any such Bond, or which is deemed to have been paid and discharged pursuant to the provisions of Section 8.02 of the Indenture; provided that if such Bond is to be redeemed prior to the Final Maturity Date, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(c) Any Bond in lieu of which another has been authenticated (or payment, when due, of which is made without replacement) under Section 2.04 of the Indenture.

"PAYMENT IN FULL OF THE BONDS" means the first date when the Bonds are no longer deemed to be outstanding pursuant to Section 8.02 of the Indenture.

"PERSON" means natural persons, firms, associations, corporations and public bodies.

"PLEDGED RECEIPTS" means (a) monthly payments derived from Airport Revenues sufficient in time and amount to pay the Bond Service Charges as they come due, (b) subject to the provisions of Sections 3.04, 4.02 and 8.02 of the Indenture with respect to the Trustee holding moneys for the benefit of any Bondholder, all other moneys received by the Issuer, or the Trustee for the account of the Issuer, in respect of the Indenture or the Project, except certain expense, reimbursement and indemnity payments which are, pursuant to the provisions of the Indenture, to be made by the Issuer, the Board, or its or their successor, to the Trustee, (c) any moneys on deposit or investments which are assets of the Operation and Maintenance Account

or the Aviation Revenue Bond Account, and (d) the income and profit from the investment of any moneys while held in the Operation and Maintenance Account or the Aviation Revenue Bond Account.

"PROJECT" means that part of the TOTAL PROJECT which is financed with the proceeds of the Series 1985 Bonds.

"SERIES 1985 BONDS" means the Bonds authorized in Section 3 hereof.

"STATE" means the State of Indiana.

"TOTAL PROJECT" means an overall airport improvement project at Baer Field Municipal Airport more particularly set forth and described in Exhibit A to the Indenture, including: (1) asphalt overlayment of a portion of existing Runway 4-22; (2) construction of additional ramp areas on the East Ramp; (3) construction of new Taxiway C; (4) acquisition of title to or air rights over approximately 250 acres for construction of extension of an existing runway; (5) construction of a 3,000 foot extension of existing Runway 4-22 to an effective length of 12,000 feet; (6) enclosure of a portion of the Brindle Ditch; (7) relocation of a portion of Pleasant Center Road; (8) acquisition and installation of instrumentation necessary to establish a Category II landing system; and (9) construction of a new hangar facility of approximately 11,000 square feet to be located north and west of Building 40.

"TRUSTEE" means the Trustee at the time acting as such under the Indenture, and any successor Trustee as determined or designated under or pursuant to the Indenture.

"UNDERWRITER" means Summers & Company, Inc., Fort Wayne, Indiana.

Any reference herein to the Issuer, the Issuing Authority, or to any officer or official thereof, shall include those succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing such functions. Any reference herein to any other person or entity shall include his or its respective successors and assigns. Any reference to a section or provision of the Code, the Act or to a section, provision or chapter of the Indiana Code shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented, or superseded; provided, however, that no such change shall alter the obligation to pay the Bond Service Charges in the amounts and manner, at the times, and from the sources provided in this Bond Legislation and the Indenture.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, any pronoun shall be deemed to cover all genders, and the terms "herein", "hereof", "hereby", "hereunder", and similar terms, mean this Bond Legislation and the Indenture and not solely the portion hereof in which any such word is used.

Section 2. Authorization of Contracts. Pursuant to the Act, the Issuing Authority hereby authorizes the Board to enter into contracts with contractors selected in accordance with the provisions of Section 6 of the Act (I.C. 8-22-2-6) for acquisition, construction and equipping of the Project, or such portion thereof as can be financed from the net proceeds of the Bonds.

Section 3. Authorization of Bonds. It is hereby determined to be necessary to, and the Issuer shall, issue, sell and deliver, as provided herein and pursuant to the authority of the Act, the Bonds in the aggregate principal amount of \$4,415,000 for the purpose of financing costs of acquiring, constructing, equipping and installing the Project, including costs incidental thereto and of the financing thereof, all in accordance with the provisions of the Indenture and the Bond

Purchase Agreement. The Bonds shall be designated "City of Fort Wayne Airport Revenue Bonds, Series 1985."

Section 4. Additional Bonds. No additional bonds or other obligations having priority in lien or pledge of Airport Revenues over the lien and pledge in favor of the Series 1985 Bonds may be issued.

One or more series of bonds in addition to the Series 1985 Bonds (herein referred to as "Additional Bonds") may be authenticated and delivered from time to time for the purpose of providing additional funds for completing the Project or to finance further additions, expansions or improvements to the Airport, subject to compliance with the following conditions:

(a) No default, as defined in Section 6.01 of the Indenture, shall exist.

(b) A certificate shall be delivered to the Trustee by the Issuer certifying that Airport Revenue for the most recent fiscal year of the Airport shall equal 110% of the amount of the principal, premium, if any, and interest of the Series 1985 Bonds becoming payable during such current fiscal year.

(c) Simultaneously with the delivery of the Additional Bonds, sufficient funds will be deposited into the Reserve Subaccount of the Aviation Revenue Bond Account that the amount on deposit in the Reserve Subaccount created in Section 9 hereof shall equal 100% of the amount of the total principal, premium and interest requirements on all Outstanding Bonds, including the Additional Bonds, for any current or future Airport fiscal year.

(d) The Airport Revenues for the fiscal year immediately preceding the issuance of the Additional Bonds was at least equal to 110% of the maximum aggregate principal, premium, if any, and interest which will become due in any succeeding fiscal year with respect to the Series 1985 Bonds and any additional parity bonds, including the Additional Bonds then being issued, or the Airport Revenues for the fiscal year immediately preceding the issuance of the Additional Bonds was at least equal to 75% of the maximum aggregate principal, premium, if any, and interest which will become due in any succeeding fiscal year with respect to the Series 1985 Bonds, any additional parity bonds and the Additional Bonds being issued, and the Issuer or the Board shall contract for a feasibility study, which study shall confirm the need for additional improvements to the Airport and shall further confirm that such additional improvements will generate sufficient revenues so that the Airport revenues, as so supplemented, will be at least equal to 125% of the maximum aggregate principal, premium, if any, and interest which will become due in any succeeding fiscal year with respect to the Series 1985 Bonds and any additional parity bonds, including the Additional Bonds then being issued.

(e) A supplement to the Indenture executed by the Issuer and the Trustee authorizing the issuance of such Additional Bonds, specifying the terms thereof, pledging and assigning Airport Revenues as security therefor, and providing for the disposition of the proceeds of the sale thereof.

The Issuer may also issue Additional Bonds for the purpose of providing funds for redeeming or refunding all or a portion of the Series 1985 Bonds or any additional parity bonds, including payment of any redemption premium thereon and the interest, if any, to accrue to the date of redemption or maturity of such bonds. Such refunding bonds may be issued on a parity with the Series 1985 Bonds and other

additional parity bonds provided either (a) the conditions set out above are complied with, or (b) the principal, premium, if any, and interest which will become due in each succeeding fiscal year with respect to the refunding bonds will not exceed the principal, premium, if any, and interest which would become due in such fiscal year with respect to the bonds being refunded.

Nothing herein shall prohibit the Issuer from issuing bonds or other obligations payable from Airport Revenues and security and source of payment of which is subject and subordinate to the lien and pledge in favor of the Series 1985 Bonds and any Additional Bonds.

Section 5. Terms of Bonds. The Bonds shall be issued in fully registered form and shall be exchangeable for fully registered Bonds in the manner and on the terms provided in the Indenture, shall be numbered from R-1 upwards, and shall be in substantially the form set forth therefor in the Indenture.

The Bonds shall be in the denominations of \$5,000 or any integral multiple thereof. Each Bond shall be dated as of the date of its delivery or exchange; provided that if at the time of authentication of any Bond interest is in default thereon, such Bond shall be dated as of the date to which interest has been paid, and Bonds initially delivered to the Underwriter shall be dated as of June 1, 1985.

The Bonds being delivered to the Underwriter shall bear interest from their respective dates in accordance with the schedule below. Interest on the Bonds shall be payable semi-annually on January 1 and July 1 of each year, beginning January 1, 1986. Principal of and redemption premium, if any, on the Bonds will be payable in accordance with the following schedule:

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Principal Amount Maturing</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Principal Amount Maturing</u>
1-1-88	6.50%	\$ 55,000	1-1-97	9.20%	\$110,000
7-1-88	6.50%	55,000	7-1-97	9.20%	115,000
1-1-89	7.00%	60,000	1-1-98	9.35%	120,000
7-1-89	7.00%	60,000	7-1-98	9.35%	125,000
1-1-90	7.50%	65,000	1-1-99	9.50%	130,000
7-1-90	7.50%	65,000	7-1-99	9.50%	140,000
1-1-91	7.75%	70,000	1-1-00	9.60%	145,000
7-1-91	7.75%	70,000	7-1-00	9.60%	150,000
1-1-92	8.00%	75,000	1-1-01	9.65%	160,000
7-1-92	8.00%	75,000	7-1-01	9.65%	170,000
1-1-93	8.25%	80,000	1-1-02	9.70%	175,000
7-1-93	8.25%	80,000	7-1-02	9.70%	185,000
1-1-94	8.50%	85,000	1-1-03	9.75%	195,000
7-1-94	8.50%	90,000	7-1-03	9.75%	200,000
1-1-95	8.75%	95,000	1-1-04	9.75%	210,000
7-1-95	8.75%	95,000	7-1-04	9.75%	225,000
1-1-96	9.00%	100,000	1-1-05	9.75%	235,000
7-1-96	9.00%	105,000	7-1-05	9.75%	245,000

The Series 1985 Bonds are subject to optional redemption, in whole or in part, prior to maturity by the Issuer, the Board, or its or their successor, on July 1, 1995, or on any Interest Payment Date thereafter, in inverse order of maturities (and by lot within maturities), at redemption prices (expressed as percentages of the principal amount of the Bonds being redeemed), set forth in the table below, plus accrued interest to the date of redemption:

7-1-95 to 6-30-96	103%
7-1-96 to 6-30-97	102%
7-1-97 to 6-30-98	101%
7-1-98 and thereafter	100%

In addition, the Bonds are subject to redemption on any interest payment date at par plus accrued interest in the event that funds remain in the Construction Subaccount of the Operation and Maintenance Account following the Completion Date.

The obligation of the Issuer to make payments of interest on and/or principal of the Bonds which remains outstanding after any partial redemption shall not be affected by such partial redemption, such partial redemption operating instead to pay and redeem the principal of the Bonds at dates earlier than the originally scheduled principal amortization dates, in inverse chronological order.

Notice of the call for any redemption of Bonds, identifying by designation, letters, numbers, or other distinguishing marks, the Bonds or portions of Bonds to be redeemed, the redemption price to be paid, the date fixed for redemption, and the place or places where the amounts due upon such redemption are payable, shall be given by the Trustee on behalf of the Issuer by mailing a copy of the redemption notice by registered or certified mail not more than sixty (60) nor less than thirty (30) days prior to the date fixed for redemption to the Holder or Holders thereof at the address shown on the registration books kept by the Trustee; provided, however, that failure to give such notice to any Bondholder by mailing, or any defects in such notice to any Bondholder, shall not affect the validity of the proceedings for the redemption of any of the other Bonds. The Holder or Holders of Bonds may waive any notice of redemption in writing, and in such event, no notice of any kind need be given with respect to the Bonds of such Holder or Holders to be so redeemed.

All Bond Service Charges on Bonds shall be payable by check or draft drawn upon the Trustee and mailed or delivered to the Bondholder at its address as shown on the Bond registration books to be kept by the Trustee; provided, however, that the final Bond Service Charges shall be payable at the corporate trust office of the Trustee upon presentation and surrender of the Bonds at such office. All payments of Bond Service Charges shall be made in lawful money of the United States of America, without deduction for services as paying agent. In addition, upon acceleration of the Bonds, the amounts payable upon such acceleration, together with interest thereon from the date of acceleration, shall continue as an obligation of the Issuer until paid. All payments from the Issuer referred to herein shall be payable solely from Pledged Receipts.

All Bonds shall bear such designation as may be necessary to distinguish them from Bonds of any other series. Subject to provisions of the Bond Legislation, Bonds shall be issued as fully registered Bonds, and may be exchanged as provided in the Indenture. All Bonds shall be negotiable instruments, subject to applicable provisions for registration, and shall express on their faces the purpose for which they are issued and such other statements or legends as may be required by law.

The Bonds shall be executed on behalf of the Issuer by the Executive and by the Fiscal Officer, provided that any or all of such signatures may be facsimiles, and the seal of the Issuer shall be impressed thereon or a facsimile of such seal placed thereon. In case any officer whose signature or a facsimile thereof shall appear on any

Bond shall cease to be such officer before the issuance, authentication or delivery of the Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until after that time.

Section 6. Security for the Bonds. As provided herein, the Bonds shall be payable solely from the Aviation Revenue Bond Account and the Pledged Receipts and secured by a pledge of and lien on the Pledged Receipts and the Aviation Revenue Bond Account, and shall be further secured by the Indenture. In addition, all Airport Revenues are hereby pledged to the Trustee to secure payment of the Bonds. Neither the Bond Legislation, the Bonds, the Indenture, nor the Bond Purchase Agreement shall represent or constitute a debt or pledge of the faith and credit or the taxing power of the Issuer, and each Bond shall contain on the face thereof a statement to that effect.

Section 7. Sale of Bonds. The Bonds are hereby sold and awarded to the Underwriter, in accordance with its offer therefor in the Bond Purchase Agreement at a net purchase price of \$4,282,550, plus accrued interest from the date of the Bonds. The Executive and the Fiscal Officer are authorized and directed to make on behalf of the Issuer the necessary arrangements with the Underwriter to establish the date, location, procedure and conditions for the delivery to the Underwriter of the Bonds purchased by it under the terms of this Bond Legislation, the Indenture and the Bond Purchase Agreement. It is hereby determined that the price for and the terms of the Bonds, and the sale thereof, all as provided in this Bond Legislation and the Bond Purchase Agreement, are in the best interest of the Issuer and consistent with all legal requirements.

Section 8. Allocation of Proceeds of Bond-Operation and Maintenance Account. There is hereby created by the Issuer and ordered maintained, as a separate deposit account (except when invested as hereinafter provided) in the custody of the Trustee, a trust fund in the name of the Issuer to be designated "City of Fort Wayne Airport Operation and Maintenance Account." All of the sums from the sale of the Bonds, except accrued interest on the Bonds and \$515,000, which amount shall constitute an initial debt service reserve fund, shall be deposited in a separate and distinct subaccount of the Operation and Maintenance Account (including the proceeds from the sale of investments thereof) which subaccount shall be designated the "Construction Subaccount", and which shall, pending applications thereof as set forth in Section 8(a) of this Bond Legislation, be subject to a lien and charge in favor of the Holder.

In addition to the proceeds from the sale of the Bonds, there shall also be deposited into the Operation and Maintenance Account monthly from gross Airport revenues an amount equal to one-twelfth of the amount budgeted for payment of the operation and maintenance of the Project, which shall be used exclusively for the operation and maintenance of the Project. The Issuer or its successor shall, on an annual basis, review the cost of the operation and maintenance of the Project for the preceding year and shall, if appropriate, adjust the monthly payment provided for herein to more closely approximate the actual cost of such operation and maintenance.

If a surplus is accumulated in the Operation and Maintenance Account that is equal to the cost of operating and maintaining the Project for the twelve (12) following calendar months, any excess over that surplus, including any excess proceeds not required to complete construction of the Project, may be used by the Issuer or its successor for additional improvements of the Airport or may be transferred to the Aviation Revenue Bond Account, as the Issuer or its successor designates.

(a) Disbursements from the Construction Sub-account. The Trustee is hereby authorized and directed to disburse the moneys in the Construction Subaccount for payment of, or reimbursement of the Issuer for payment of, the following:

(i) costs incurred directly in connection with acquisition, construction, rehabilitation and installation of the Project, including but not limited to, the costs of land, labor, services, materials, equipment, architectural, engineering, legal and supervisory services, insurance premiums, taxes, assessments and other charges attributable to the Construction Period, and interest on the Bonds during the Construction Period;

(ii) expenses incurred in connection with the authorization, sale, issuance and delivery of the Bonds and the preparation and delivery of all agreements, instruments and documents related thereto, including, but not limited to, all financial, legal, administrative, accounting, printing and engraving fees, expenses and charges and all recording, filing, title examination or insurance, surety bond and any other fees, expenses or charges relating to the Project or the Bonds.

Except as hereinafter provided, the payments specified in subsections (i) and (ii) of this Section shall be made by the Trustee only upon receipt of a written requisition for such payment, signed by the Authorized Issuer Representative, stating the name and address of the person, firm or corporation to whom such payment should be made, and certifying:

(1) that an obligation in the stated amount has been incurred, is a proper charge against the Construction Subaccount and has not been the basis of any previous withdrawal from the Construction Subaccount;

(2) the purpose and circumstances of such obligation in reasonable detail;

(3) that the Issuer has no knowledge of any vendors', mechanics', or other liens or rights to liens which have not been disclosed to the Trustee, nor of any such liens or rights to liens which should be satisfied or discharged before payment of such obligation is made; and

(4) that insofar as such obligation was incurred for labor, services, materials or equipment in connection with the acquisition, construction or installation of the Project, such labor and services were actually performed, and such materials and equipment were actually used or installed, in connection with the acquisition, construction, rehabilitation or installation of the Project.

(5) that no event of default has occurred.

Each disbursement from the Construction Subaccount shall be subject to compliance to the satisfaction of the Trustee with the applicable conditions to disbursements set forth in the Bond Purchase Agreement.

In the event that, in the sole judgment of the Trustee reasonably exercised, the Issuer or its successor is not timely submitting requisitions for payments of items described in subsections (i) and (ii) of this Section, the Trustee may at its option provide the Issuer or its successor with written notice thereof, which written notice shall specify with particularity the items or categories of items for which

payment is due. Should the Issuer or its successor thereafter fail to submit to the Trustee a written requisition for payment of any such items in the form herein described within five (5) days of the Issuer's or its successor's receipt of the Trustee's notice, then the Trustee shall be authorized (but shall not be obligated) to make payment of all such items from the Construction Subaccount, notwithstanding the Issuer's or its successor's failure or refusal to request same.

All moneys in the Construction Subaccount remaining after the Completion Date shall be transferred to the Aviation Revenue Bond Account and shall be used to prepay the Bonds on the next succeeding Interest Payment Date; provided that amounts approved by the Authorized Issuer Representative shall be retained in the Construction Subaccount for payment of costs specified in subsections (i) and (ii) of this Section which are not then due and payable, and any balance of such retained funds after full payment of all such costs shall be applied as hereinabove set forth in this paragraph.

In making any payment from the Construction Subaccount, the Trustee may rely on any requisition or direction delivered to it pursuant to this Section, and the Trustee shall be relieved of all liability with respect to making any such payment in accordance with any such requisition or direction without inspection of the Project or any other investigation. Upon receipt of any requisition or direction, the Trustee shall be allowed a reasonable amount of time, in view of the character and maturities of the Construction Subaccount investments (if any) at such time, for the making of disbursements pursuant to such requisition or direction, unless the Issuer shall direct in writing the immediate liquidation of all required investments.

The Issuer shall be solely responsible for the accuracy and completeness of all requisitions furnished pursuant to the provisions of this Section 8(a), and the Issuer shall indemnify and save the Trustee, its officers, employees and agents harmless from and against any and all claims, damages, expenses, costs and liabilities arising out of any disbursement from the Construction Subaccount made in violation of any provision of this Bond Legislation or the Bond Purchase Agreement.

Section 9. Source of Payment - Aviation Revenue Bond Account. As provided in the Indenture and the Bonds, payments sufficient in time and amount to pay the Bond Service Charges as they come due are to be paid by the Issuer to the Trustee and deposited in the Aviation Revenue Bond Account.

There is hereby created by the Issuer and ordered maintained, as a separate deposit account (except when invested as hereinafter provided) in the custody of the Trustee, a trust fund to be designated "City of Fort Wayne - Aviation Revenue Bond Account." The Aviation Revenue Bond Account and the moneys therein are hereby pledged to and shall be used solely and exclusively for the payment of Bond Service Charges as they fall due at stated maturity or by amortization or redemption, all as provided herein and in the Indenture. Except as otherwise provided in this Bond Legislation, there shall be deposited into the Aviation Revenue Bond Account, as and when received, but no less often than monthly, all Pledged Receipts. In addition, the Issuer shall deposit into the Aviation Revenue Bond Account the accrued interest paid by the Underwriter upon the sale of the Bonds and shall deposit into a separate and distinct subaccount of the Aviation Revenue Bond Account, designated as the "Reserve Subaccount" the sum of \$515,000, which amount shall be invested and disbursed in accordance with Section 9(a) hereof.

If a surplus is created in the Aviation Revenue Bond Account in excess of the principal, premium, if any, and interest of Bonds becoming payable during the fiscal year then current, plus ten percent (10%), together with the amount of principal, premium, if any, and interest of Bonds becoming due and payable during the next fiscal year, the Issuer, or its successor, may transfer the excess to the Operation and Maintenance Account.

The Issuer covenants and agrees, whenever the moneys and investments in the Aviation Revenue Bond Account (or otherwise held by the Trustee for such purpose) are sufficient in amount to redeem the entire principal amount of the Bonds then outstanding and to pay interest to accrue thereon to the date or dates of such redemption, and any applicable premiums, to take and cause to be taken, upon notification by the Trustee, the necessary steps to redeem the Bonds on the next succeeding redemption date or dates for which the required notice of call for redemption may be given.

(a) The Trustee shall invest the moneys in the Reserve Subaccount as provided in Section 11 hereof and shall accumulate such income in the Reserve Subaccount and add such income to the principal thereof. When the amount of the Reserve Subaccount shall, when added to the amount in the remaining part of the Aviation Revenue Bond Account, aggregate the total principal, premium and interest requirements on all Outstanding Bonds for the Airport fiscal year then current, plus ten percent (10%), together with the total principal, premium and interest requirements on all Outstanding Bonds for the next Airport fiscal year, the Trustee may credit all further income received from the investment thereof to the Operation and Maintenance Account.

If, on any Interest Payment Date, the balance in the Aviation Revenue Bond Account (less moneys held in the Reserve Subaccount) is insufficient to pay the required Bond Service Charges, then the Trustee shall immediately transfer from the Reserve Subaccount an amount sufficient to make up such deficiency.

In the event that the Trustee is required to transfer any funds from the Reserve Subaccount in order to pay Bond Service Charges as contemplated herein, the Issuer or its successor shall deposit from Airport Revenues funds into the Reserve Subaccount equal in amount to the amount so transferred.

Section 10. Covenants of Issuer. In addition to other covenants of the Issuer in the Bond Legislation and the Indenture, the Issuer further covenants and agrees as follows:

(a) Payment of Bond Service Charges. The Issuer will, solely from the sources herein provided, pay or cause to be paid the Bond Service Charges on the Bonds on the dates, at the places and in the manner provided herein and in the Bonds.

(b) Performance of Covenants, Authority and Actions. The Issuer will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in the Bond Legislation, Bond Purchase Agreement, the Indenture and the Bonds, required therein to be observed and performed by the Issuer. The Issuer warrants and covenants that it is, and upon delivery of the Bonds will be, duly authorized by the Constitution and laws of the state, including particularly and without limitation the Act, to issue the Bonds, to execute the Indenture and the Bond Purchase Agreement, and to provide the security for payment of the Bond Service Charges in the manner and to the extent herein and in the Indenture set forth; that all actions on its part for the issuance of the Bonds, and the

execution and delivery of the Indenture and the Bond Purchase Agreement, have been or will be duly and effectively taken; and that the Bonds will be valid, binding and enforceable special obligations of the Issuer according to the terms thereof. Each provision of the Bond Legislation, Indenture, the Bond Purchase Agreement and the Bonds is binding upon each such officer of the Issuer as may from time to time have the authority under law to take such actions as may be necessary to perform all or part of the duties required by such provision.

(c) The Issuer and its successor covenants that while any Bonds or Additional Bonds are Outstanding under the Indenture, it will make and maintain such rates and charges for the use of the Airport and Smith Field as shall be reasonably anticipated to provide in each fiscal year of the Board Airport Revenues at least equal to the sum of 1.1 times all amounts required to be paid into the Aviation Revenue Bond Account and the Operation and Maintenance Account.

(d) Pledged Receipts. Except as otherwise provided in the Bond Legislation, Indenture and Bond Purchase Agreement, the Issuer will not make any pledge or assignment of or create any lien or encumbrance upon the Operation and Maintenance Account, the Aviation Revenue Bond Account or the Pledged Receipts, other than the pledge and assignment thereof under the Bond Legislation and Indenture. Further, the Issuer has not and will not make any pledge or assignment of or create any lien or encumbrance upon the Airport Revenues, which lien or pledge would be prior in time or in right to the lien and pledge of Airport Revenues to secure payment of the Bonds as provided for herein.

(e) Recordings and Filings. The Issuer will cooperate in causing all necessary financing statements, amendments thereto, continuation statements and instruments of similar character relating to the pledges and assignments made by the Issuer to secure the Bonds, to be recorded or filed in such manner and in such places as and to the extent required by law in order to fully preserve and protect the security of the Holder and the rights of the Trustee under the Indenture.

(f) Accounts and Reports. The Issuer covenants and agrees to keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Project and the Operation and Maintenance Account and the Aviation Revenue Bond Account. Such books and said accounts shall at all reasonable times be subject to the inspection of the Trustee and the owners of an aggregate of not less than 10% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee shall provide to the Issuer on a monthly basis a statement of the amount on deposit in the Operation and Maintenance Account and in the Aviation Revenue Bond Account as of the first day of the current month and of the total deposits to and withdrawals from each of said accounts during the preceding month.

Prior to the beginning of each fiscal year of the Airport, the Issuer covenants and agrees to prepare and adopt a budget for the ensuing fiscal year. The budget shall set forth the anticipated revenues to be received, the Operating Expenses, the costs of operating the Project, depreciation and interest expenses, the anticipated repayment and

prepayment of any indebtedness and any assumptions necessary for a fair understanding of such budget. The Issuer, on the advice of the Board, may change the budget to the extent necessary in the same manner said budget was adopted. A copy of each annual budget and any amendments thereto shall be delivered to the Trustee.

Within ninety (90) days after the close of each fiscal year of the Airport, the Issuer covenants and agrees to file with the Trustee and any Bondholder who requests in writing, a copy of an annual report as to the operations of the Airport during such fiscal year and audited financial statements prepared in conformity with generally accepted accounting principles.

The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of the Indenture shall be available for the inspection of owners of an aggregate of not less than 10% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing at the office of the Trustee provided that the expenses of such inspection shall be borne by such owners.

(g) Arbitrage Provisions. The Issuer will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are delivered to the Underwriter, so that they will not constitute arbitrage bonds under Section 103(c) of the Code and the applicable regulations prescribed under that section. The Fiscal Officer or any other officer having responsibility with respect to the issuance of the Bonds is authorized and directed, alone or in conjunction with any of the foregoing or with any other officer, employee, consultant or agent of the Issuer, to give an appropriate certificate on behalf of the Issuer, for inclusion in the transcript of proceedings for the Bonds, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to such Section 103(c) and regulations thereunder.

Section 11. Investment of Aviation Revenue Bond Account and Operation and Maintenance Account Money. Moneys in the Aviation Revenue Bond Account and the Operation and Maintenance Account shall be invested and reinvested by the Trustee in any Eligible Investments, in accordance with and subject to any written orders, or oral orders confirmed promptly in writing, of an authorized representative of the Issuer with respect thereto, provided that investments of moneys in the Aviation Revenue Bond Account shall mature or be redeemable at the option of the Trustee at the times and in the amounts necessary to provide moneys hereunder to pay Bond Service Charges as they fall due at stated maturity or by amortization or redemption, and that sufficient investments of moneys in the Operation and Maintenance Account shall in any event mature or be redeemable at the option of the Trustee at such time as may be necessary to make timely payments from such Account. Subject to any such orders with respect thereto, the Trustee may from time to time sell such investments and reinvest the proceeds therefrom in Eligible Investments maturing or redeemable as aforesaid. Any such investments may be purchased from the Trustee. The Trustee shall sell or redeem investments standing to the credit of the Aviation Revenue Bond Account to produce sufficient moneys hereunder at the times required for the purposes of paying Bond Service Charges when due as aforesaid. An investment made from moneys credited to the Aviation Revenue Bond Account or Operation and Maintenance Account shall constitute a part of that respective Account and such respective Account shall be credited with all proceeds of sale and income or loss from such investment.

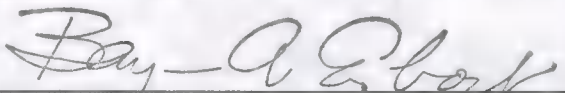
By entering into the Indenture, the Issuer and the Trustee severally (i) certify to the Holders of the Bonds from time to time Outstanding that moneys on deposit in any fund or account established in connection with the Bonds, including but not limited to the Operation and Maintenance Account and the Aviation Revenue Bond Account, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, are not intended to be used in a manner which would cause the interest on the Bonds to become subject to federal income taxation and (ii) covenant with the Holders of the Bonds from time to time Outstanding that, so long as any of the Bonds remain Outstanding, moneys on deposit in any fund or account established in connection with the Bonds, including but not limited to the Operation and Maintenance Account and the Airport Revenue Bond Account, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in any manner which will cause the interest on the Bonds to become subject to federal income taxation.

Section 12. Authorization of Indenture, the Official Statement and Bond Purchase Agreement. In order to better secure the payment of the Bond Service Charges as the same shall become due and payable, the Executive and the Fiscal Officer are hereby authorized and directed to execute, acknowledge and deliver, on behalf of the Issuer, the Indenture, the Official Statement and the Bond Purchase Agreement, in substantially the forms submitted to this Issuing Authority, which are hereby approved, with such changes therein not inconsistent with this Bond Legislation and not substantially adverse to the Issuer as may be permitted by the Act and approved by the Legal Officer and by the persons executing the same. The approval of such changes by the Legal Officer and such members, and that such are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of the Indenture, the Official Statement and the Bond Purchase Agreement by such persons.

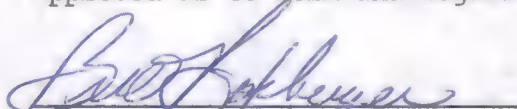
The Executive and Fiscal Officer are each hereby separately authorized to take any and all actions and to execute such financing statements, election statement, certificates and other instruments that may be necessary or appropriate in the opinion of the Legal Officer and bond counsel, in order to effect the issuance of the Bonds and the intent of this Bond Legislation. The Fiscal Officer, or other appropriate officer of the Issuer, shall certify a true transcript of all proceedings had with respect to the issuance of the Bonds, along with such information from the records of the Issuer as is necessary to determine the regularity and validity of the issuance of the Bonds.

This Bond Legislation shall constitute a part of the Indenture as therein provided and for all purposes of the Indenture, including, without limitation, application to this Bond Legislation of the provisions in the Indenture relating to amendment, modification and supplementation, and provisions for severability.

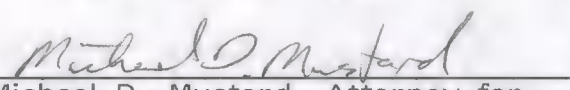
Section 13. Effective Date. This Bond Legislation shall take effect and be in force immediately upon its adoption.


Councilman

Approved as to form and legality:


Bruce O. Boxberger, City Atty.

Approved as to form and legality:


Michael D. Mustard, Attorney for
the Board of Aviation Commissioners
of the City of Fort Wayne

Dated this 25 day of June, 1985.

Read the first time in full and on motion by Gistard, seconded by Alton, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.

DATE: 6-11-85 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Gistard, seconded by Alton, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HENRY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 6-25-85 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-111-85 on the 25th day of June, 1985,

ATTEST: Sandra E. Kennedy Mark E. GiaQuinta
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of June, 1985 at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 26th day of June, 1985, at the hour of 3:00 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

SPECIAL ORDINANCE NO. S-

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$4,500,000 AGGREGATE PRINCIPAL AMOUNT OF CITY OF FORT WAYNE AIRPORT REVENUE BONDS, SERIES 1985, THE PROCEEDS OF WHICH SHALL BE USED FOR THE PAYMENT OF THE COST OF THE CONSTRUCTION, EXTENSIONS, ADDITIONS, OR IMPROVEMENTS AT BAER FIELD MUNICIPAL AIRPORT; PROVIDING FOR THE PLEDGE OF REVENUES FOR THE PAYMENT OF SUCH BONDS; AUTHORIZING A TRUST INDENTURE, BOND PURCHASE AGREEMENT AND ASSIGNMENTS APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF SUCH REVENUES AND TO FURTHER SECURE SUCH BONDS; AND AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.

WHEREAS, the City of Fort Wayne, Indiana (the "Issuer") is a municipal corporation and political subdivision in and of the State of Indiana, and by virtue of the laws of the State of Indiana, including Indiana Code, Title 8, Article 22, Chapter 2, is authorized and empowered among other things (a) to contract, by and through its Board of Aviation Commissioners, for the construction, extensions, additions, or improvements of aircraft hangars or revenue-producing buildings or facilities located or to be located on an airport of the Issuer, (b) to issue and sell its revenue bonds to provide moneys for the cost of such construction, extensions, additions and improvements, and (c) to enact this Bond Legislation and execute and deliver the assignments and agreements hereinafter identified; and

WHEREAS, this Common Council has determined and does hereby confirm that the acquisition, construction, equipping and installation of the Project, as hereinafter defined, will be of benefit to the citizens of the Issuer, and that the Issuer, by assisting with the financing of the Project through the issuance of revenue bonds in the aggregate principal amount of \$4,500,000, will be acting in a manner consistent with and in furtherance of the provisions of Indiana Code, Title 8, Article 22, Chapter 2;

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. Definitions. In addition to the words and terms defined in the recitals and elsewhere in this Bond Legislation and in the Indenture, the words and terms defined in this Section shall have the meanings herein specified unless the context or use clearly indicates another or different meaning or intent. Those words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings assigned to them in the Agreement, as hereinafter defined.

"ACT" means Indiana Code, Title 8, Article 22, Chapter 2 and amendments and supplements thereto such as are hereunder adopted.

"AIRPORT" means Baer Field Municipal Airport, Fort Wayne, Indiana.

"AIRPORT REVENUES" means all of the revenues generated by the Baer Field Municipal Airport net of operating expenses and other charges incurred in the ordinary course of business but not including payment of any debt service.

"AVIATION REVENUE BOND ACCOUNT" means the account created by Section 9 hereof.

"BOARD" means the Board of Aviation Commissioners of the City of Fort Wayne, Indiana.

"BONDS" or "SERIES 1985 BONDS" means the Bonds authorized in Section 3 or 4 hereof, registered in the name of the Holder as to principal and interest, including any Bond issued in exchange therefor as provided in the Indenture.

"BONDHOLDER" or "HOLDER" means, initially, the Underwriter, and any subsequent person in whose name any Bond is registered.

"BOND INSURANCE" means the insurance provided by the Insurer which insures payment of the principal of and interest on the Bonds.

"BOND LEGISLATION" means this Ordinance.

"BOND PURCHASE AGREEMENT" means the Bond Purchase Agreement dated June ____, 1985, among the Issuer, the Trustee and the Underwriter, and any permitted amendments or supplements thereto.

"BOND SERVICE CHARGES" for any time period means the principal, including any amortization or redemption requirements, interest, and redemption premium, if any, required to be paid by the Issuer on the Bonds for such time period.

"CODE" means the Internal Revenue Code of 1954, as amended, and regulations promulgated thereunder.

"COMPLETION DATE" means the date of completion of the acquisition, installation, equipping and construction of the Project as that date shall be certified as provided in Section 3.5 of the Agreement.

"ELIGIBLE INVESTMENTS" means (i) any bonds or other direct obligations of the United States of America; (ii) obligations of the Federal National Mortgage Association or the Government National Mortgage Association; (iii) obligations of the Federal Intermediate Credit Banks; (iv) obligations of Federal Banks for Cooperatives; (v) obligations of Federal Land Banks; (vi) obligations of the Federal Financing Bank; (vii) bank repurchase agreements issued by a Federal Reserve member bank, including the Trustee, fully secured by obligations of any of the kinds specified in clauses (i) through (vi) above; (viii) time deposits, certificates of deposit, documented discount notes secured by standby letters of credit, bank reverse repurchase agreements or bankers acceptances of banks or trust companies, including the Trustee, organized under the laws of the United States of America or any state thereof, which have combined capital and earned and unearned surplus of at least \$25,000,000 in dollars of the United States of America; (ix) commercial paper or finance company paper which is rated not less than prime-one or A-1, or their equivalents, by Moody's Investors Service, Inc. or Standard & Poor's Corporation, respectively, or their successors, or both, if rated by both; or (x) obligations of any state of the United States of America or of any political subdivision or other instrumentality of any such state, which are rated at least "A", or its equivalent, by either Moody's Investors Service, Inc. or Standard & Poor's Corporation, or their successors, or both, if rated by both.

"EXECUTIVE" means the Mayor of the Issuer.

"FINAL MATURITY DATE" means July 1, 2005.

"FISCAL OFFICER" means the City Clerk of the Issuer.

"INDENTURE" means the Trust Indenture dated as of June 1, 1985, between the Issuer and the Trustee, including this Bond Legislation as a part thereof, and any permitted amendments or supplements thereto.

"INSURER" means Municipal Bond Insurance Association or any successors or assigns thereto.

"INTEREST PAYMENT DATE" means the first day of each January and July commencing January 1, 1986, and continuing semi-annually thereafter to and including July 1, 2005.

"ISSUING AUTHORITY" means the Common Council of the Issuer.

"LEGAL OFFICER" means either the City Attorney of the Issuer or the Counsel to the Board.

"OPERATION AND MAINTENANCE ACCOUNT" means the account created by Section 8 hereof.

"ORIGINAL PRINCIPAL SUM" means \$4,500,000, the aggregate original face amount of the Bonds.

"OUTSTANDING BOND" or "BOND OUTSTANDING" or "OUTSTANDING", as applied to the Bonds, means, as of any date, any Bond which has been authenticated and delivered, or is then being delivered, by the Trustee under the Indenture except:

(a) Any Bond surrendered and replaced upon exchange or transfer, or cancelled because of payment or redemption, at or prior to such date;

(b) Any Bond for which sufficient moneys have been deposited with the Trustee for the payment, redemption or purchase for cancellation of, whether upon or prior to the Final Maturity Date or the redemption date of any such Bond, or which is deemed to have been paid and discharged pursuant to the provisions of Section 8.02 of the Indenture; provided that if such Bond is to be redeemed prior to the Final Maturity Date, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(c) Any Bond in lieu of which another has been authenticated (or payment, when due, of which is made without replacement) under Section 2.04 of the Indenture.

"PAYMENT IN FULL OF THE BONDS" means the first date when the Bonds are no longer deemed to be outstanding pursuant to Section 8.02 of the Indenture.

"PERSON" means natural persons, firms, associations, corporations and public bodies.

"PLEDGED RECEIPTS" means (a) monthly payments derived from Airport Revenues sufficient in time and amount to pay the Bond Service Charges as they come due, (b) subject to the provisions of Sections 3.04, 4.02 and 8.02 of the Indenture with respect to the Trustee holding moneys for the benefit of any Bondholder, all other moneys received by the Issuer, or the Trustee for the account of the Issuer, in respect of the Indenture or the Project, except certain expense, reimbursement and indemnity payments which are, pursuant to the provisions of the Indenture, to be made by the Issuer, the Board, or its or their successor, to the Trustee, (c) any moneys on deposit in the Operation and Maintenance Account or the Aviation Revenue Bond Account, and (d) the income and profit from the investment of any moneys while held in the Operation and Maintenance Account or the Aviation Revenue Bond Account.

"STATE" means the State of Indiana.

"TRUSTEE" means the Trustee at the time acting as such under the Indenture, and any successor Trustee as determined or designated under or pursuant to the Indenture.

"UNDERWRITER" means Summers & Company, Inc., Fort Wayne, Indiana.

Any reference herein to the Issuer, the Issuing Authority, or to any officer or official thereof, shall include those succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing such functions. Any reference herein to any other person or entity shall include his or its respective successors and assigns. Any reference to a section or provision of the Code, the Act or to a section, provision or chapter of the Indiana Code shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented, or superseded; provided, however, that no such change shall alter the obligation to pay the Bond Service Charges in the amounts and manner, at the times, and from the sources provided in this Bond Legislation and the Indenture.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, any pronoun shall be deemed to cover all genders, and the terms "herein", "hereof", "hereby", "hereunder", and similar terms, mean this Bond Legislation and the Indenture and not solely the portion hereof in which any such word is used.

Section 2. Authorization of Contracts. Pursuant to the Act, the Issuing Authority hereby authorizes the Board to enter into contracts with contractors selected in accordance with the provisions of Section 6 of the Act (I.C. 8-22-2-6) for acquisition, construction and equipping of the Project, or such portion thereof as can be financed from the net proceeds of the Bonds.

Section 3. Authorization of Bonds. It is hereby determined to be necessary to, and the Issuer shall, issue, sell and deliver, as provided herein and pursuant to the authority of the Act, the Bonds in the aggregate principal amount of \$4,500,000 for the purpose of financing costs of acquiring, constructing, equipping and installing the Project, including costs incidental thereto and of the financing thereof, all in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The Bonds shall be designated "City of Fort Wayne Airport Revenue Bonds, Series 1985."

Section 4. Additional Bonds. No additional bonds or other obligations having priority in lien or pledge of Airport Revenues over the lien and pledge in favor of the Series 1985 Bonds may be issued.

One or more series of bonds in addition to the Series 1985 Bonds (herein referred to as "Additional Bonds") may be authenticated and delivered from time to time for the purpose of providing additional funds for completing the Project or to finance further additions, expansions or improvements to the Airport, subject to compliance with the following conditions:

(a) No default shall exist in the payment of the principal of, premium, if any, or interest on any bond payable from revenues of the Airport.

(b) The amount of the Aviation Revenue Bond Account shall equal the amount of the principal, premium, if any, and interest of the Series 1985 Bonds, plus ____ percent (____%), becoming payable during the Airport fiscal year then current, together with the amount of principal, premium, if any, and interest of bonds becoming due and payable during the Airport fiscal year.

(c) The amount in the Aviation Revenue Bond Account shall, at the time of issuance of the additional Bonds, be increased to an amount equal to the total principal, premium and interest requirements on all outstanding bonds, including the Additional Bonds for the Airport fiscal year then current, plus ____ percent (____%), together with the total principal, premium and interest requirements on all outstanding bonds, including the Additional Bonds for the next Airport fiscal year.

(d) The Airport's operating income before depreciation (determined in accordance with generally accepted accounting principles) for the fiscal year immediately preceding the issuance of the Additional Bonds was at least equal to ____ times the maximum aggregate principal, premium, if any, and interest which will become due in any succeeding fiscal year with respect to the Series 1985 Bonds and any additional parity bonds, including the Additional Bonds then being issued.

(e) A supplement to the Indenture executed by the Issuer and the Trustee authorizing the issuance of such Additional Bonds, specifying the terms thereof, pledging and assigning Airport Revenues as security therefor, and providing for the disposition of the proceeds of the sale thereof.

The Issuer may also issue Additional Bonds for the purpose of providing funds for redeeming or refunding all or a portion of the Series 1985 Bonds or any additional parity bonds, including payment of any redemption premium thereon and the interest, if any, to accrue to the date of redemption or maturity of such bonds. Such refunding bonds may be issued on a parity with the Series 1985 Bonds and other additional parity bonds provided either (a) the conditions set out above are complied with, or (b) the principal, premium, if any, and interest which will become due in each succeeding fiscal year with respect to the refunding bonds will not exceed the principal, premium, if any, and interest which would become due in such fiscal year with respect to the bonds being refunded.

Nothing herein shall prohibit the Issuer from issuing bonds or other obligations payable from Airport Revenues and security and source of payment of which is subject and subordinate to the lien and pledge in favor of the Series 1985 Bonds and any Additional Bonds.

Section 5. Terms of Bonds. The Bonds shall be issued in fully registered form and shall be exchangeable for fully registered Bonds in the manner and on the terms provided in the Indenture, shall be numbered from R-1 upwards, and shall be in substantially the form set forth therefor in the Indenture.

The Bonds shall be in the denominations of \$5,000 or any integral multiple thereof. Each Bond shall be dated as of the date of its delivery or exchange; provided that if at the time of authentication of any Bond interest is in default thereon, such Bond shall be dated as of the date to which interest has been paid, and Bonds initially delivered to the Underwriter shall be dated as of June 1, 1985.

The Bonds being delivered to the Underwriter shall bear interest from their respective dates at a fixed rate of ____ percent (____%) per annum. Interest on the Bonds shall be payable semi-annually on January 1 and July 1 of each year, beginning January 1, 1986. Principal of and redemption premium, if any, on the Bonds will be payable in accordance with the following schedule:

MATURITY SCHEDULE

<u>Maturity</u> <u>Date</u>	<u>Principal Amount</u> <u>Maturing</u>	<u>Maturity</u> <u>Date</u>	<u>Principal Amount</u> <u>Maturing</u>
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The Bonds are subject to optional redemption, in whole or in part, prior to maturity by the Issuer, the Board, or its or their successor, on _____, or on any interest payment date thereafter, in inverse order of maturities (and by lot within maturities), at redemption prices (expressed as percentages of the principal amount of the Bonds being redeemed), set forth in the table below, plus accrued interest to the date of redemption:

The obligation of the Issuer to make payments of interest on and/or principal of the Bonds which remains outstanding after any partial redemption shall not be affected by such partial redemption, such partial redemption operating instead to pay and redeem the principal of the Bonds at dates earlier than the originally scheduled principal amortization dates, in inverse chronological order.

Notice of the call for any redemption of Bonds, identifying by designation, letters, numbers, or other distinguishing marks, the Bonds or portions of Bonds to be redeemed, the redemption price to be paid, the date fixed for redemption, and the place or places where the amounts due upon such redemption are payable, shall be given by the Trustee on behalf of the Issuer by mailing a copy of the redemption notice by registered or certified mail not more than sixty (60) nor less than thirty (30) days prior to the date fixed for redemption to the Holder or Holders thereof at the address shown on the registration books kept by the Trustee; provided, however, that failure to give such notice to any Bondholder by mailing, or any defects in such notice to any Bondholder, shall not affect the validity of the proceedings for the redemption of any of the other Bonds. The Holder or Holders of Bonds may waive any notice of redemption in writing, and in such event, no notice of any kind need be given with respect to the Bonds of such Holder or Holders to be so redeemed.

All Bond Service Charges on Bonds shall be payable by check or draft drawn upon the Trustee and mailed or delivered to the Bondholder at its address as shown on the Bond registration books to be kept by the Trustee; provided, however, that the final Bond Service Charges shall be payable at the corporate trust office of the Trustee

upon presentation and surrender of the Bonds at such office. All payments of Bond Service Charges shall be made in lawful money of the United States of America, without deduction for services as paying agent. In addition, upon acceleration of the Bonds, the amounts payable upon such acceleration, together with interest thereon from the date of acceleration, shall continue as an obligation of the Issuer until paid. All payments from the Issuer referred to herein shall be payable solely from Pledged Receipts.

All Bonds shall bear such designation as may be necessary to distinguish them from Bonds of any other series. Subject to provisions of the Bond Legislation, Bonds shall be issued as fully registered Bonds, and may be exchanged as provided in the Indenture. All Bonds shall be negotiable instruments, subject to applicable provisions for registration, and shall express on their faces the purpose for which they are issued and such other statements or legends as may be required by law.

The Bonds shall be executed on behalf of the Issuer by the Executive and by the Fiscal Officer, provided that any or all of such signatures may be facsimiles, and the seal of the Issuer shall be impressed thereon or a facsimile of such seal placed thereon. In case any officer whose signature or a facsimile thereof shall appear on any Bond shall cease to be such officer before the issuance, authentication or delivery of the Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until after that time.

Section 6. Security for the Bonds. As provided herein, the Bonds shall be payable solely from the Aviation Revenue Bond Account and the Pledged Receipts and secured by a pledge of and lien on the Pledged Receipts and the Aviation Revenue Bond Account, and shall be further secured by the Indenture. In addition, all Airport Revenues are hereby pledged to the Trustee to secure payment of the Bonds. Neither the Bond Legislation, the Bonds, the Indenture, nor the Bond Purchase Agreement shall represent or constitute a debt or pledge of the faith and credit or the taxing power of the Issuer, and each Bond shall contain on the face thereof a statement to that effect.

Section 7. Sale of Bonds. The Bonds are hereby sold and awarded to the Underwriter, in accordance with its offer therefor in the Bond Purchase Agreement at a net purchase price of \$_____, plus accrued interest from the date of the Bonds. The Executive and the Fiscal Officer are authorized and directed to make on behalf of the Issuer the necessary arrangements with the Underwriter to establish the date, location, procedure and conditions for the delivery to the Underwriter of the Bonds purchased by it under the terms of this Bond Legislation, the Indenture and the Bond Purchase Agreement. It is hereby determined that the price for and the terms of the Bonds, and the sale thereof, all as provided in this Bond Legislation and the Bond Purchase Agreement, are in the best interest of the Issuer and consistent with all legal requirements.

Section 8. Allocation of Proceeds of Bond Operation and Maintenance Account. There is hereby created by the Issuer and ordered maintained, as a separate deposit account (except when invested as hereinafter provided) in the custody of the Trustee, a trust fund in the name of the Issuer to be designated "City of Fort Wayne Airport Operation and Maintenance Account." All of the sums from the sale of the Bonds, except accrued interest on the Bonds and \$_____, which amount shall constitute an initial debt service reserve fund, shall be deposited in the Operation and Maintenance Account (including the proceeds from the sale of investments thereof) shall, pending applications thereof as above set forth, be subject to a lien and charge in favor of the Holder.

In addition to the proceeds from the sale of the Bonds, there shall also be deposited into the Operation and Maintenance Account monthly from Airport Revenues the sum of \$_____, which shall be

used exclusively for the operation and maintenance of the Project. The Issuer or its successor shall, on an annual basis, review the cost of the operation and maintenance of the Project for the preceding year and shall, if appropriate, adjust the monthly payment provided for herein to more closely approximate the actual cost of such operation and maintenance.

If a surplus is accumulated in the Operation and Maintenance Account that is equal to the cost of operating and maintaining the Project for the twelve (12) following calendar months, any excess over that surplus, including any excess proceeds not required to complete construction of the Project, may be used by the Issuer or its successor for additional improvements of the Airport or may be transferred to the Aviation Revenue Bond Account, as the Issuer or its successor designates.

Section 9. Source of Payment - Aviation Revenue Bond Account. As provided in the Indenture and the Bonds, payments sufficient in time and amount to pay the Bond Service Charges as they come due are to be paid by the Issuer to the Trustee and deposited in the Aviation Revenue Bond Account.

There is hereby created by the Issuer and ordered maintained, as a separate deposit account (except when invested as hereinafter provided) in the custody of the Trustee, a trust fund to be designated "City of Fort Wayne - Aviation Revenue Bond Account." The Aviation Revenue Bond Account and the moneys therein are hereby pledged to and shall be used solely and exclusively for the payment of Bond Service Charges as they fall due at stated maturity or by amortization or redemption, all as provided herein and in the Indenture. Except as otherwise provided in this Bond Legislation, there shall be deposited into the Aviation Revenue Bond Account, as and when received, all Pledged Receipts. In addition, the Issuer shall deposit into the Aviation Revenue Bond Account the accrued interest paid by the Underwriter upon the sale of the Bonds together with the sum of \$_____, which amount shall represent a debt service reserve fund.

If a surplus is created in the Aviation Revenue Bond Account in excess of the principal, premium, if any, and interest of Bonds becoming payable during the fiscal year then current, plus ____ percent (____%), together with the amount of principal, premium, if any, and interest of Bonds becoming due and payable during the next fiscal year, the Issuer, or its successor, may transfer the excess to the Operation and Maintenance Account.

The Issuer covenants and agrees, whenever the moneys and investments in the Aviation Revenue Bond Account (or otherwise held by the Trustee for such purpose) are sufficient in amount to redeem the entire principal amount of the Bonds then outstanding and to pay interest to accrue thereon to the date or dates of such redemption, and any applicable premiums, to take and cause to be taken, upon notification by the Trustee, the necessary steps to redeem the Bonds on the next succeeding redemption date or dates for which the required notice of call for redemption may be given.

Section 10. Covenants of Issuer. In addition to other covenants of the Issuer in the Bond Legislation and the Indenture, the Issuer further covenants and agrees as follows:

(a) Payment of Bond Service Charges. The Issuer will, solely from the sources herein provided, pay or cause to be paid the Bond Service Charges on the Bonds on the dates, at the places and in the manner provided herein and in the Bonds.

(b) Performance of Covenants, Authority and Actions. The Issuer will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations

and provisions contained in the Bond Legislation, Bond Purchase Agreement, the Indenture and the Bonds, required therein to be observed and performed by the Issuer. The Issuer warrants and covenants that it is, and upon delivery of the Bonds will be, duly authorized by the Constitution and laws of the state, including particularly and without limitation the Act, to issue the Bonds, to execute the Indenture and the Bond Purchase Agreement, and to provide the security for payment of the Bond Service Charges in the manner and to the extent herein and in the Indenture set forth; that all actions on its part for the issuance of the Bonds, and the execution and delivery of the Indenture and the Bond Purchase Agreement, have been or will be duly and effectively taken; and that the Bonds will be valid, binding and enforceable special obligations of the Issuer according to the terms thereof. Each provision of the Bond Legislation, Indenture, the Bond Purchase Agreement and the Bonds is binding upon each such officer of the Issuer as may from time to time have the authority under law to take such actions as may be necessary to perform all or part of the duties required by such provision.

(c) Pledged Receipts. Except as otherwise provided in the Bond Legislation, Indenture and Bond Purchase Agreement, the Issuer will not make any pledge or assignment of or create any lien or encumbrance upon the Operation and Maintenance Account, the Aviation Revenue Bond Account or the Pledged Receipts, other than the pledge and assignment thereof under the Bond Legislation and Indenture. Further, the Issuer has not and will not make any pledge or assignment of or create any lien or encumbrance upon the Airport Revenues, which lien or pledge would be prior in time or in right to the lien and pledge of Airport Revenues to secure payment of the Bonds as provided for herein.

(d) Recordings and Filings. The Issuer will cooperate in causing all necessary financing statements, amendments thereto, continuation statements and instruments of similar character relating to the pledges and assignments made by the Issuer to secure the Bonds, to be recorded or filed in such manner and in such places as and to the extent required by law in order to fully preserve and protect the security of the Holder and the rights of the Trustee under the Indenture.

(e) The Issuer covenants and agrees to cause the Bond Insurance to be maintained in full force and effect on all Bonds until paid. The Trustee and the Issuer covenant and agree to comply with any reasonable requirements (of which such entities have notice) imposed by the Insurer and to take such reasonable action as shall be necessary to obtain recovery under the policy of Bond Insurance.

(f) Accounts and Reports. The Issuer covenants and agrees to keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Project and the Operation and Maintenance Account and the Aviation Revenue Bond Account. Such books and said accounts shall at all reasonable times be subject to the inspection of the Trustee, the Insurer and the owners of an aggregate of not less than 25% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee shall provide to the Issuer on a monthly basis a statement of the amount on deposit in the Operation and Maintenance Account and in the Aviation Revenue Bond Account as of the first day of the current

month and of the total deposits to and withdrawals from each of said accounts during the preceding month.

Within ninety (90) days after the close of each fiscal year of the Airport, the Issuer covenants and agrees to file with the Trustee and the Insurer a copy of an annual report as to the operations of the Airport during such fiscal year and audited financial statements prepared in conformity with generally accepted accounting principles.

The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of the Indenture shall be available for the inspection of owners of an aggregate of not less than 25% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing or the Insurer at the office of the Trustee provided that the expenses of such inspection shall be borne by such owners or the Insurer, as the case may be.

(g) Arbitrage Provisions. The Issuer will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are delivered to the Underwriter, so that they will not constitute arbitrage bonds under Section 103(c) of the Code and the applicable regulations prescribed under that section. The Fiscal Officer or any other officer having responsibility with respect to the issuance of the Bonds is authorized and directed, alone or in conjunction with any of the foregoing or with any other officer, employee, consultant or agent of the Issuer, to give an appropriate certificate on behalf of the Issuer, for inclusion in the transcript of proceedings for the Bonds, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to such Section 103(c) and regulations thereunder.

Section 11. Investment of Aviation Revenue Bond Account and Operation and Maintenance Account Money. Moneys in the Aviation Revenue Bond Account and the Operation and Maintenance Account shall be invested and reinvested by the Trustee in any Eligible Investments, in accordance with and subject to any written orders, or oral orders confirmed promptly in writing, of an authorized representative of the Issuer with respect thereto, provided that investments of moneys in the Aviation Revenue Bond Account shall mature or be redeemable at the option of the Trustee at the times and in the amounts necessary to provide moneys hereunder to pay Bond Service Charges as they fall due at stated maturity or by amortization or redemption, and that each investment of moneys in the Operation and Maintenance Account shall in any event mature or be redeemable at the option of the Trustee at such time as may be necessary to make timely payments from such Account. Subject to any such orders with respect thereto, the Trustee may from time to time sell such investments and reinvest the proceeds therefrom in Eligible Investments maturing or redeemable as aforesaid. Any such investments may be purchased from the Trustee. The Trustee shall sell or redeem investments standing to the credit of the Aviation Revenue Bond Account to produce sufficient moneys hereunder at the times required for the purposes of paying Bond Service Charges when due as aforesaid. An investment made from moneys credited to the Aviation Revenue Bond Account or Operation and Maintenance Account shall constitute a part of that respective Account and such respective Account shall be credited with all proceeds of sale and income or loss from such investment.

By entering into the Indenture, the Issuer and the Trustee severally (i) certify to the Holders of the Bonds from time to time Outstanding that moneys on deposit in any fund or account established in connection with the Bonds, including but not limited to the Operation

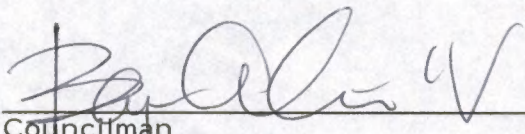
and Maintenance Account and the Airport Revenue Bond Account, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, are not intended to be used in a manner which would cause the interest on the Bonds to become subject to federal income taxation and (ii) covenant with the Holders of the Bonds from time to time Outstanding that, so long as any of the Bonds remain Outstanding, moneys on deposit in any fund or account established in connection with the Bonds, including but not limited to the Operation and Maintenance Account and the Airport Revenue Bond Account, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in any manner which will cause the interest on the Bonds to become subject to federal income taxation.

Section 12. Authorization of Indenture and Bond Purchase Agreement. In order to better secure the payment of the Bond Service Charges as the same shall become due and payable, the Executive and the Fiscal Officer are hereby authorized and directed to execute, acknowledge and deliver, on behalf of the Issuer, the Indenture and the Bond Purchase Agreement, in substantially the forms submitted to this Issuing Authority, which are hereby approved, with such changes therein not inconsistent with this Bond Legislation and not substantially adverse to the Issuer as may be permitted by the Act and approved by the Legal Officer and by the persons executing the same. The approval of such changes by the Legal Officer and such members, and that such are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of the Indenture and the Bond Purchase Agreement by such persons.

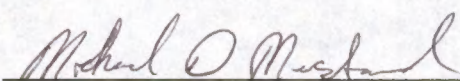
The Executive and Fiscal Officer are each hereby separately authorized to take any and all actions and to execute such financing statements, election statement, certificates and other instruments that may be necessary or appropriate in the opinion of the Legal Officer and bond counsel, in order to effect the issuance of the Bonds and the intent of this Bond Legislation. The Fiscal Officer, or other appropriate officer of the Issuer, shall certify a true transcript of all proceedings had with respect to the issuance of the Bonds, along with such information from the records of the Issuer as is necessary to determine the regularity and validity of the issuance of the Bonds.

This Bond Legislation shall constitute a part of the Indenture as therein provided and for all purposes of the Indenture, including, without limitation, application to this Bond Legislation of the provisions in the Indenture relating to amendment, modification and supplementation, and provisions for severability.

Section 13. Effective Date. This Bond Legislation shall take effect and be in force immediately upon its adoption.

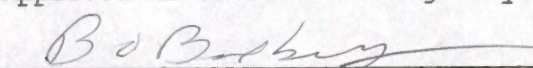

Councilman

Approved as to form and legality:


Michael D. Mustard, Attorney for
the Board of Aviation Commissioners
of the City of Fort Wayne

Dated this 10th day of June, 1985.

Approved as to form and legality:


Bruce O. Boxberger, City Attorney 11
Dated this 10th day of June, 1985

BILL NO.

S-85-06-02

(to amended)

REPORT OF THE COMMITTEE ON

FINANCE

WE, YOUR COMMITTEE ON

FINANCE

TO WHOM WAS

REFERRED AN (ORDINANCE)

(RESOLUTION)

AUTHORIZING THE ISSUANCE OF

\$4,500,000 AGGREGATE PRINCIPAL AMOUNT OF THE CITY OF FORT WAYNE

AIRPORT REVENUE BONDS, SERIES 1985, THE PROCEEDS OF WHICH SHALL BE

USED FOR THE PAYMENT OF THE COST OF THE CONSTRUCTION, EXTENSIONS,

ADDITIONS, OR IMPROVEMENTS AT BAER FIELD MUNICIPAL AIRPORT

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(RESOLUTION) ~~XXXXXX~~

DO PASS

DO NOT PASS

WITHDRAWN

YES

NO

BEN A. EISBART
CHAIRMAN

JANET G. BRADBURY
VICE CHAIRWOMAN

SAMUEL J. TALARICO

THOMAS C. HENRY

JAMES S. STIER

CONCURRED IN

6-25-85

SANDRA E. KENNEDY
CITY CLERK